

PENNCREST SCHOOL DISTRICT

PROFESSIONAL AGREEMENT

between

BOARD OF EDUCATION

and

PENNCREST AREA EDUCATION ASSOCIATION

CONTRACT PERIOD

2004-2005 through 2008-2009



Empowering Life-Long Learners

DEFENDANT'S
EXHIBIT

KK

CA No 04-264E

TABLE OF CONTENTS

| | | |
|--------------------|--|---|
| ARTICLE I | RECOGNITION | |
| | A. Unit..... | 1 |
| ARTICLE II | DURATION OF AGREEMENT | |
| | A. Effective Date..... | 1 |
| ARTICLE III | NEGOTIATION OF A SUCCESSOR AGREEMENT | |
| | A. Deadline Date | 2 |
| | B. Modification..... | 2 |
| ARTICLE IV | MAINTENANCE OF MEMBERSHIP | |
| | A. Provision..... | 2 |
| | B. Fair Share..... | 2 |
| ARTICLE V | MEMBERSHIP DEDUCTIONS | |
| | A. Deduction from Salary..... | 2 |
| | B. List Supplied to Board..... | 3 |
| | C. Authorization Cards for Unified..... Association Dues Deductions | 3 |
| | D. Late Hired Employees..... | 3 |
| ARTICLE VI | GRIEVANCE PROCEDURE | |
| | A. Definitions | 4 |
| | 1. Grievance..... | 4 |
| | 2. Aggrieved Person..... | 4 |
| | 3. Party in Interest..... | 4 |
| | 4. Days | 4 |
| | B. Purpose..... | 4 |
| | C. Procedure..... | 4 |
| | 1. Time Limits..... | 4 |
| | 2. Year-End Grievance..... | 4 |
| | D. Grievance Levels..... | 5 |
| | 1. Level One..... | 5 |
| | 2. Level Two..... | 5 |

| | |
|--|---|
| 3. Level Three..... | 5 |
| 4. Level Four..... | 5 |
| E. Rights of Teachers to Representation..... | 6 |
| 1. Teacher and Association..... | 6 |
| 2. Group Grievance..... | 6 |
| 3. Forms..... | 6 |

ARTICLE VII TEACHING PERFORMANCE

| | |
|-------------------------------|---|
| A. General Criteria..... | 7 |
| B. Derogatory Material..... | 7 |
| C. Personnel Records..... | 7 |
| D. Copies of Evaluations..... | 7 |

ARTICLE VIII ASSOCIATION RIGHTS

| | |
|---------------------------------------|---|
| A. Released Time for Meetings..... | 8 |
| B. Use of School Building..... | 8 |
| C. Bulletin Boards..... | 8 |
| D. Place on Agenda..... | 8 |
| E. Use of Mail Box..... | 8 |
| F. Released Time For Association..... | 8 |
| G. Building Representatives..... | 8 |
| H. Meetings with Superintendent..... | 9 |

ARTICLE IX PROFESSIONAL COURTESIES

| | |
|---|----|
| A. Access to File..... | 10 |
| B. Teacher's Lunch | 10 |
| C. Leaving Building During Lunch..... | 10 |
| D. Leaving Building During Planning Period..... | 10 |
| E. Faculty Room and Facilities..... | 10 |
| F. Requisition Adjustment..... | 10 |
| G. Travel Reimbursement..... | 11 |
| H. Just Cause..... | 11 |
| I. Student Grades..... | 11 |

| | |
|---|-----------|
| J. Medication..... | 11 |
| K. Sick Leave..... | 11 |
| L. Notice of Assignment..... | 11 |
| M. Required Meetings..... | 12 |
| N. Seniority..... | 12 |
| ARTICLE X PROFESSIONAL DEVELOPMENT | |
| A. Payment For Credits | 13 |
| B. Method of Reimbursement | 13 |
| C. Required Cost Payment | 13 |
| ARTICLE XI TEACHING WORK YEAR..... | 14 |
| ARTICLE XII TEACHING DAY | |
| A. Work Day..... | 14 |
| B. Planning Time..... | 15 |
| C. Homebound Instruction..... | 15 |
| D. Additional Work..... | 16 |
| ARTICLE XIII NON-TEACHING DUTIES..... | 17 |
| ARTICLE XIV SUBSTITUTES..... | 17 |
| ARTICLE XV VACANCIES, PROMOTIONS AND TRANSFERS | |
| A. Transfer..... | 18 |
| B. Vacancies and Postings..... | 18 |
| C. Voluntary or Involuntary Transfer..... | 18 |
| D. Filling of Guidance Counselor Positions..... | 18 |
| ARTICLE XVI SABBATICAL LEAVES..... | 20 |
| ARTICLE XVII LEAVES OF ABSENCE | |
| A. Leaves of Absence..... | 20 |
| B. Association Leave..... | 20 |
| C. Illness or Disability..... | 20 |
| D. Parental Leave..... | 20 |
| E. Benefits..... | 21 |

| | |
|----------------------------|----|
| F. Bereavement Leave | 21 |
|----------------------------|----|

ARTICLE XVIII TEACHER BENEFITS

| | |
|--------------------------------|----|
| A. Life Insurance | 22 |
| B. Health Care Insurance | 22 |
| C. Personal Days | 24 |
| D. Jury Duty | 24 |
| E. Retirement Pay | 24 |
| F. Dental Care | 25 |
| G. Vision Care | 25 |

ARTICLE XIX EXTRA COMPENSATORY POSITIONS

| | |
|--|----|
| A. Payment per Assignment | 26 |
| B. Method of Payment | 26 |
| C. Instrumental Music Pay Schedule | 26 |
| D. Activity Pay Schedule | 27 |
| E. Computer Technical Advisors | 28 |
| F. Coaching Pay Schedule | 29 |
| G. Cheerleading Advisor Schedule | 33 |

ARTICLE XX SALARY SCHEDULE

| | |
|--|----|
| A. Step Placement | 34 |
| B. Remuneration | 34 |
| C. Salary Increase Based on Schedule | 34 |
| D. Effective Date of Salary Schedule | 34 |
| E. Fractional Year | 34 |
| F. Part-Time Benefits | 35 |

ARTICLE XXI MISCELLANEOUS PROVISIONS

| | |
|-----------------------------|----|
| A. Separability | 36 |
| B. Compliance | 36 |
| C. Printing Agreement | 36 |

| | | |
|--------------|--|------|
| D. | Pay Adjustment | 36 |
| E. | Waivers | 36 |
| F. | Dismissal Notice | 36 |
| APPENDIX A-1 | Salary Levels | i |
| APPENDIX A-2 | Salary Table - 2004-2005 School Year | ii |
| APPENDIX A-3 | Salary Table - 2005-2006 School Year | iii |
| APPENDIX A-4 | Salary Table - 2006-2007 School Year | iv |
| APPENDIX A-5 | Salary Table - 2007-2008 School Year | v |
| APPENDIX A-6 | Salary Table - 2008-2009 School Year | vi |
| APPENDIX B | Grievance Report Form | vii |
| APPENDIX C | Specifications - Vision Program | viii |
| APPENDIX D | Summary of PPO Blue Benefits | x |
| INDEX | | xii |

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of the determination is on file in the Administration Office of PENNCREST School District and with the Executive Committee of PENNCREST Area Education Association PSEA-NEA.

ARTICLE II

DURATION OF AGREEMENT

A. Effective Date

This agreement shall be effective as of one (1) day prior to the first day of the 2004-2005 school year and shall continue in effect until one (1) day prior to the first day of the 2009-2010 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year of signing.

PENNCREST Area Education
Association PSEA-NEA

PENNCREST Board of Education

BY David R. Gazi
President

BY John Adams
President

BY Gani B. D. D. D.
Secretary

BY John de L. Mangus
Secretary

Date Ratified by Association: May 17, 2005

Date Approved by School Board: May 17, 2005

Date of Signing: 1/12/2006

ARTICLE III

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2009. Any Agreement so negotiated shall be reduced to writing before ratification by the parties. The Board will provide the Association a copy without charge.

B. Modification

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.

ARTICLE IV

MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision, as defined in ARTICLE III, Subsection (18) of the Public Employee Relations Act, Act 195.

B. Fair Share

Each nonmember in the bargaining unit represented by the PENNCREST Area Education Association PSEA/NEA shall be required to pay a fair share fee as provided for by Act 84 of 1988.

The School District and the Association agree to comply with all the provisions of the said law.

The Association agrees to extend to all nonmembers the opportunity to join the Association.

ARTICLE V

MEMBERSHIP DEDUCTION

A. Deduction From Salary

The Board agrees to deduct Unified Association dues and fair share fees from the salaries of members of the bargaining unit. Dues and fair share fees are to be withheld in eighteen (18) equal deductions, beginning with the second pay in October. The monies shall be transmitted to the Association in eighteen (18) installments corresponding to the pay schedule. The District shall be held harmless for any problems arising from the enforcement of this ARTICLE.

B. List Supplied to Board

No later than September 30 of each year, the Association will provide the Board with a list of those employees who have authorized the Board to deduct dues and those from whom a fair share fee is payable in accordance with Section A above.

C. Authorization Cards for Unified Association Dues Deductions

The Board will honor such authorization cards pursuant to the "maintenance of membership" provision, ARTICLE IV, Section A.

D. Late Hired Employees

Any person employed after September 30 shall have the right to submit a dues deduction authorization card. Those not submitting a dues authorization card shall have a fair share fee deducted.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as an alleged violation regarding the meaning, interpretation or application of any provision in this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

A "party in interest" is the employee or employees making the allegation or claim, and any professional employee in the bargaining unit who might be required to take action, or against whom action might be taken, in order to resolve the claim.

4. Days

Days for the purposes of the grievance procedure, the term "days" shall mean days on which there is required employee attendance. Grievances occurring at the end of the year shall be processed as though school were in session, except for Saturday, Sunday and holidays.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance

The parties will mutually attempt to resolve year-end grievances as expeditiously as possible, so that the grievance is resolved prior to the beginning of the next school year, if possible. Any grievance which is not resolved at the time a successor agreement becomes effective shall be resolved on a basis of the negotiated agreement which was in effect when the grievance commenced.

D. Grievance Levels

1. Level One

The aggrieved person shall present the grievance in writing, stating the specific nature of the grievance and the provision or provisions of the contract allegedly violated to the building principal within twelve (12) days after its occurrence. The principal shall answer the grievance within five (5) days after initial presentation of the grievance.

2. Level Two

If the action in Level One fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred in writing to the Superintendent or his designated administrator within five (5) days following the Level One answer. A discussion between the parties in interest shall be held within five (5) days. Following a discussion of this grievance, the Superintendent or his designated administrator shall answer the grievance in writing within seven (7) days.

3. Level Three

If the action in Level Two fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred in writing to the Board within five (5) days following the Level Two answer. The grievance shall be discussed at the next scheduled full Board meeting in an executive session held prior to the open meeting with the aggrieved employee and/or his designated representative. The Board shall answer the grievance in writing within seven (7) days following this discussion.

4. Level Four

If the action in Level Three fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195, within ten (10) days following the Board answer.

- a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. The parties shall then be bound by the rules and procedures of the Pennsylvania Bureau of Mediation in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue his decision not later than twenty

(20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs of the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding and final on the parties.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance.

2. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Superintendent shall have three (3) days to review the grievance, and if, in his opinion, the grievance can be resolved at the first step of the grievance procedure, the Superintendent may revert the grievance to that level, where it will then continue through the normal grievance procedure.

3. Forms

The form to be used in the grievance procedure shall be found in Appendix B of this Agreement.

ARTICLE VII

TEACHING PERFORMANCE

A. General Criteria

1. The Board agrees that all monitoring or observation of the work performance of a professional employee shall be conducted openly and with full knowledge of the employee.
2. The parties agree to meet and discuss employee evaluation periodically in an effort to improve the effectiveness of performance evaluation methods and procedures. The parties accept and endorse the concept of keeping each teacher informed of the results of his/her performance evaluations, both formal and informal, as well as the value of providing guidance and constructive criticism in the interest of improving educational standards.
3. Subsequent to any observation, any professional employee may request in writing to the building principal or Superintendent designee a conference related to the professional employee's teaching and/or other professional obligations.

B. Derogatory Material

The District will submit a copy of any material, including but not limited to a letter of reprimand, warning or derogatory material to be placed in an employees personnel file to the employee and will request a signature which acknowledges receipt of same, but which in no way indicates agreement with the contents thereof. The employee will be informed of his/her right to write a rebuttal to any material in his/her file and his/her answer shall be reviewed by the Superintendent or his designee and attached to all copies.

Only authorized District personnel will be permitted to place material in an employees file. The District will not permit any unsigned or anonymous letters/complaints/material to be placed in an employees file. Likewise, only material which can be validated will be placed in the file.

The District may remove derogatory material from the employee's file after three (3) years upon the request of the employee.

C. Personnel Records

Each employee shall have the right to review the contents of his/her personnel file, provided three (3) days notification has been given. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

D. Copies of Evaluations

Copies of evaluations shall be provided to the teacher within seven (7) working days of the observation. Any evaluation which is less than satisfactory as noted on the evaluation must be accompanied by written recommendations for improvement. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE VIII

ASSOCIATION RIGHTS

A. Released Time For Meetings

Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and shall be provided with released time from his/her regular duties. Whenever possible, the Association President shall be allowed one (1) duty-free hour each week, at a time mutually agreed between the President and the Superintendent, to conduct Association business.

B. Use of School Building

The Association and its representatives shall normally be allowed the use of school buildings for meetings after school hours and during in-service days. Approval for such meetings shall be made with the principal of the building or with the staff member in charge of the building to be used.

C. Bulletin Boards

The Association shall share the use of a bulletin board in each faculty lounge and teachers' room.

D. Place On Agenda

A representative of the Association shall be given a place on the agenda of all general faculty meetings in each school attendance area or district meetings after the regular meeting is adjourned.

E. Use of Mail Box

The Association shall be allowed the use of intra-school mail facilities and faculty mail boxes to the extent that they were used in the past.

F. Released Time For Association

The Board shall permit the president of the Association and/or his/her designates a total of ten (10) paid teaching days of his/her choice for the purpose of attending PSEA-NEA sponsored meetings, seminars or workshops at the national, state or district level. Additional days for the same purpose shall be permitted, as agreed upon between the Association President and the District Superintendent provided that the Association reimburse the cost of the substitute.

G. Building Representatives

The building representative, with the knowledge of the building principal, shall be permitted to visit rooms within his/her building during the day to investigate working conditions, complaints or other problems provided no classes are interrupted. If the building representative desires a conference with the principal of his/her particular building, he/she shall give a twenty-four (24) hour notice, provided no emergency exists.

H. Meetings with Superintendent

Association representatives may meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices, as well as the administration of this Agreement. Special meetings may be called by either party on a twenty-four (24) hour notice.

ARTICLE IX

PROFESSIONAL COURTESIES

A. Access To File

All professional employees shall have access to their cumulative personnel file and any other records pertaining to that individual, except those letters of recommendation or evaluation submitted to the District prior to the date of hire with the request that they be treated in a confidential manner. Such confidential material shall not be considered for any purpose relative to the employee's continued employment.

B. Teacher's Lunch

Teachers shall be permitted to eat their lunch in the teachers' lounge.

C. Leaving Building During Lunch

Teachers shall be permitted to leave the building during their lunch period, if the building principal is informed of the teacher's destination, or if the principal is unavailable, if notice is given to office personnel.

D. Leaving Building During Planning Period

Teachers shall be permitted to leave the building during planning periods to acquire materials related to subject area, with the approval of the building principal.

E. Faculty Room and Facilities

1. A teacher work area shall be provided in each building.
2. Each teacher work area shall be provided with the following items:
 - a. at least one networked computer
 - b. at least one dictionary
 - c. at least one work table or work area
 - d. at least one filing cabinet
 - e. shelves for books and storage.
3. Use of School District Equipment

The Association shall have the right to use school district equipment and supplies, including the internet and e-mail services. The Association agrees to reimburse the School District for the use of equipment and supplies at the prevailing cost to the District. The Association will only use these materials and equipment at times which do not interfere with the educational progress of the District.

F. Requisition Adjustment

If it becomes necessary to adjust an employee's requisition for materials due to monetary reasons, the building principal in consultation with the teacher involved shall make the necessary

modifications.

G. Travel Reimbursement

1. Employees required by the School Board or the Administration in the course of their work on behalf of PENNCREST School District, to drive personal automobiles from one school building to another shall receive a transportation reimbursement per mile, as regulated by the maximum allowance permitted by the Internal Revenue Service. The rate as fixed by the Internal Revenue Service on the first day of July preceding each school year shall be the reimbursable rate for the first semester of the school year. The rate as fixed by the Internal Revenue Service on the first day of January shall be the reimbursable rate for the second semester of the school year. The same allowance shall be given for use of personal cars for field trips or other School Board approved business of the District.
2. All assignments covered above must be approved and scheduled by the administration.
3. The only exception to Section G (1) shall be on the first in-service day, provided the location of the in-service meeting is kept on a rotating basis.

H. Just Cause

Nothing contained in this Agreement shall impair the employer's right to hire employees or to discharge employees for just cause, consistent with existing legislation. No professional employee shall be disciplined, reprimanded, discharged or reduced in rank without just cause.

I. Student Grades

1. The employee shall have the right to determine grades of students. The administration may change the grade with the approval of the employee, or without approval if so noted.
2. Teachers shall have no less than four (4) work days at the close of the grading period to compile and submit grades and comments prior to the issuance of report cards.

J. Medication

Employees in the bargaining unit, with exception of nurses, shall not be required to administer medication to pupils.

K. Sick Leave

Each employee shall be given a written accounting of all sick leave and salary by August 15 of each year.

L. Notice of Assignment

If a change in assignment is to take place, the affected employee shall be given notice of the change no later than August 1. Such notice shall specify building, grade level and subject area to which the employee is to be assigned. Notice of unforeseen changes may be

distributed between August 1 and the opening of school.

M. Required Meetings

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be entitled to have representation.

N. Seniority

Seniority shall be in accordance with Act 97. In the event two or more employees begin work on the same day, their seniority rank shall be determined by lot.

ARTICLE X

PROFESSIONAL DEVELOPMENT

A. Payment For Credits

During the term of this agreement the Board agrees to reimburse all professional personnel the cost of up to fifteen (15) credits per contract year earned at any accredited college, university, or institution of higher learning if successfully completed with a grade of B or better. In a pass/fail course, pass is equivalent to the grade B or better. Such reimbursement shall be made at the prevailing rate for the cost of credits as established by the fourteen (14) universities in the Pennsylvania State University System.

B. Method of Reimbursement

All credits must be submitted for reimbursement within sixty (60) days following the receipt of the course grade. Reimbursement shall be made to the professional employee within fifteen (15) days after Board approval.

C. Required Cost Payment

The Board agrees to pay costs and expenses including fees, meals, lodging and transportation at the rate as provided in Article IX, Section G., incurred with any workshops, seminars, conferences or clinics which a teacher is required by the administration to attend. Meals, however, are excluded from this provision when the activities listed above are held in a district building where cafeteria services are provided. In this case meals will be at the expense of the employee.

ARTICLE XI

TEACHING WORK YEAR

The teacher work year shall not exceed one hundred and eighty-seven (187) days, broken down as follows:

- A. One hundred and eighty (180) days for the purpose of student instruction.
- B. Three (3) teacher work days; one (1) at the beginning of the school year, one (1) at the end of the first semester, and one (1) at the end of the year.
- C. Three (3) days for the purpose of teacher training, professional development activities, and educational programs as determined by the District Administration.
- D. One (1) work day of five (5) hours, with said hours being divided up throughout the year for the purpose of additional teacher training activities and participation in graduation project night, grade level and department meetings, and academic fairs. The building principal and the Association Faculty Representatives will mutually agree on the dates and times when the hours planned for these activities will be worked.

ARTICLE XII

TEACHING DAY

A. Work Day

- 1. The length of the school day shall not exceed seven (7) hours and twenty-five (25) minutes, inclusive of lunch time.
- 2. Exceptions
 - a. Building Principals may, in the Principal's sole discretion, call faculty meetings not to exceed one (1) meeting a month for seven (7) months in any school year. Notification of said meetings shall be given at least three (3) days prior to the day of the meeting. The cumulative total of time for all seven meetings shall not exceed seven hours. No individual meeting shall exceed one hour and thirty minutes duration. This section shall not be construed to mean that a principal must hold a monthly faculty meeting, nor shall principals presume that any faculty meeting must, at a minimum, have an hour's duration. Faculty meetings should be convened only to convey information or directions which have significance or application to all building personnel.
 - b. All teachers shall be required to attend one open house per school year which shall be no longer than one (1) hour and thirty (30) minutes in duration.
 - c. The District shall be permitted to schedule up to ten (10) hours of training for individual teachers or groups of

teachers on an as-needed basis. The use of said training hours shall be confined to district-wide initiatives.

It is the intention of the parties that this section shall not be construed to require all teachers to take training for ten (10) hours annually. Rather, training will be required when curriculum changes or other significant modifications of District programs necessitate it.

In the event that the Bargaining Unit member is assigned training, participation in same shall be mandatory. Any training activity will be scheduled at the end of the normal workday, will not exceed two hours duration, and will conclude no later than 6:00 P.M. No mandatory training will be conducted on weekends or during the summer vacation period. Staff members will be notified at least two (2) weeks in advance of any scheduled training.

Teachers required to do the training shall be compensated at the rate agreed to for such training and shall receive Act 48 credit for such training activity.

The Superintendent may approve written requests to waive attendance at training on a case-by-case basis and such approval will not be unreasonably withheld. Anyone unable to attend a training session for any reason will have the responsibility to gain a working knowledge of the material covered in the training on his/her own time.

B. Planning Time

Where administratively possible, each teacher will be provided one (1) planning period per day. No teacher shall have less than one hundred forty (140) minutes of planning time each week.

C. Homebound Instruction

1. Participation in Homebound Instruction programs shall be voluntary. All positions in the program shall be opened to employees in the bargaining unit before they are opened to people outside the unit. The Superintendent or his designee shall promptly post notice of all Homebound Instruction vacancies as soon as there is knowledge of said vacancy and notify the Association President or his/her designee of such vacancy but not later than three (3) school days before filling the vacancy. The notice shall include grade level, subject or responsibilities, and building and/or attendance area.

Those applicants selected shall be paid per hour for all such work performed at the following rates:

| | |
|-----------|---------------|
| 2004-2005 | \$23 per hour |
| 2005-2006 | \$23 per hour |
| 2006-2007 | \$25 per hour |
| 2007-2008 | \$25 per hour |
| 2008-2009 | \$25 per hour |

(These hourly rates are retroactive to one day prior to the first day of the 2004-2005 school year)

In the event that travel is required, the employee shall be entitled to mileage pay at the rate set forth in this agreement. Reimbursement for required travel shall be limited to travel between school, homebound, and school or between school, homebound, and the teacher's residence, whichever is less. If school is not in session, the employee shall be given reimbursement from residence to homebound to residence.

2. Vacancies for Homebound Instructors shall be filled in accordance with the following procedure:
 - a. Teacher applicants for the position shall be ranked by certification, attendance area, building and seniority.
 - b. The properly certified teacher applicant with the highest seniority from the building where the homebound student is enrolled will be chosen first if available.
 - c. If no qualified applicant is available from the student's building, the properly certified teacher with the highest seniority from the student's attendance area will be chosen.
 - d. If no qualified applicant from the student's attendance area is available, the properly certified teacher with the highest seniority from the other attendance areas in the school district shall be chosen.
 - e. Should all of the above fail to produce a qualified teacher, the homebound teacher will be selected from the substitute list upon recommendation and/or approval of the principal of the building in which the student is enrolled.

D. Additional Work

1. Voluntary

Employees in the bargaining unit agreeing to and designated by the School Board or the Administration to perform work beyond the school day or school year set forth in this agreement shall be paid at the following hourly rates:

| | |
|-----------|---------------|
| 2004-2005 | \$23 per hour |
| 2005-2006 | \$23 per hour |
| 2006-2007 | \$25 per hour |
| 2007-2008 | \$25 per hour |
| 2008-2009 | \$25 per hour |

(These hourly rates are retroactive to one day prior to the first day of the 2004-2005 school year.)

Reasonable written advance notice will be given by the Administration. Whenever possible, one week's advance notice will be given. The hourly rate shall not apply to federal programs.

2. Mandatory

Employees in the bargaining unit scheduled for mandatory training pursuant to Article XII A(2)(c) shall be paid at the following hourly rates:

| | |
|-----------|---------------|
| 2005-2006 | \$27 per hour |
| 2006-2007 | \$30 per hour |
| 2007-2008 | \$30 per hour |
| 2008-2009 | \$30 per hour |

ARTICLE XIII

NON-TEACHING DUTIES

The Board shall employ at least one (1) teacher aide in each building.

ARTICLE XIV

SUBSTITUTES

- A. Teachers are not required to, but may voluntarily; assume the classes of any teacher who is absent any portion of a day. When a teacher is absent one-half (1/2) to one (1) full day, a substitute will be employed. The only exception shall be made when a substitute is unavailable.
- B. When Title I reading specialists and full-time gifted teachers are absent, the District may not be required to hire a substitute teacher. Other teachers may voluntarily assume the non-instructional duties of Title I reading specialists and full-time gifted teachers, but may not be assigned such duties.

ARTICLE XV

VACANCIES, PROMOTIONS AND TRANSFERS

A. Transfer

No transfer of any employee in the unit shall be for disciplinary reasons.

B. Vacancies and Postings

1. Whenever a teaching vacancy occurs, the Superintendent or his designee shall promptly notify the Association president or his/her designee, of such vacancy, not less than five (5) school days beginning on August first and continuing until the end of the school year and not less than ten (10) work days beginning at the end of the school year and continuing until July 31 before permanently filling the position. The notice shall include grade level, subject or responsibilities, buildings and qualifications. Qualified candidates from within the bargaining unit shall be given first consideration over those from outside the unit. Qualifications being equal, the position shall be awarded by seniority.
2. The employee assigned to the vacant position shall be notified in writing as soon as the determination occurs. The actual transfer to a position shall occur on the first day of the school year. Once an employee is assigned to a vacant position for which the employee has voluntarily applied, the employee must remain in the position awarded for a minimum period of two (2) years. **In no event will mid-year transfers be allowed.** Under special circumstances, the District can review an individual's request to waive the two (2) year stay put provision. This section shall not apply to persons who have applied for a vacant position in order to avoid lay-off nor to half time teachers who have applied to fill a full time position.

C. Voluntary or Involuntary Transfer

When making voluntary or involuntary transfers, seniority will be given major consideration. Any teacher denied a transfer or involuntarily transferred by the principals will be granted, at his/her request, an interview for the position with the Superintendent and the Board. The Superintendent will then make his recommendation to the Board regarding the transfer. The Board will make the final decision.

D. Filling of Guidance Counselor Positions

When an employee is awarded a guidance counselor position, the employee may, at his or her option, return to the same position the employee held just prior to being awarded the guidance counselor position for a period of one year from the date the employee began working in the new position. Likewise, the District may for just cause return the employee to the same position the employee held prior to being awarded the guidance counselor position. The District may exercise this option at any time up to one year from the date the employee began working in the guidance counselor position.

If, during this one year probation period the District believes

that the employee's performance as a guidance counselor is not satisfactory, the District shall notify both the employee and the Association of its concern. The District will also provide reasonable support to the employee designed to assist the employee in improvement prior to exercising its option to return the employee to his/her prior position.

ARTICLE XVI

SABBATICAL LEAVES

- A. All sabbatical leaves shall comply with Sections 1166, 1167, 1168, 1169, 1170 and 1171 of the Pennsylvania School Code.
- B. In all cases the employee will be required to submit his/her request in writing at least thirty (30) days prior to the beginning of the leave. In addition, no teacher will be permitted to return to his/her position until the leave has expired or if a teacher who is on a full year sabbatical desires to return to his/her position at the expiration of one (1) semester, written notice must be given thirty (30) days prior to the beginning of that semester. Request for sabbatical for health reasons shall be excluded from this section's time limitations.

ARTICLE XVII

LEAVES OF ABSENCE

A. **Leaves Of Absence**

An unpaid leave of absence may be granted by the Board, upon written request by the professional employee.

B. **Association Leave**

Two (2) years leave of absence shall be granted for the purpose of campaigning for or serving in public office or state PSEA.

C. **Illness or Disability**

Due to illness or disability, a teacher having exhausted all sick leave may be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year. The employee must request such leave in writing. The beginning date must be determined by a physician. Reasonable notice must be given.

D. **Parental Leave**

An unpaid leave of absence for up to eighteen (18) months shall be granted to employees for childbearing and childrearing. If an employee desires to begin the leave prior to the birth of the child, the leave shall begin on a date established and certified by the employee's physician.

Childrearing leave shall be granted to employees of newborn infants or employees who become parents of a preschool age adopted child, upon the child's adoption.

Employees on parental leave may return at any time, provided the employer is given at least thirty (30) working days' notice prior to the date of return.

All benefits to which an employee was entitled at the time the leave of absence commenced, including years of credited service, unused accumulated sick leave, and credits toward sabbatical eligibility,

shall be restored upon return as fully as if the leave had not been taken, and the employee shall be assigned to the same or equivalent position held at the time said leave commenced.

An employee, while on parental leave, may continue any or all of the insurance coverages, if permitted by the carrier, by remitting the premiums to the district. The district shall not make any contributions for retirement or other district-approved benefits and no seniority for any purpose shall accrue.

E. Benefits

Seniority and salary increments shall not accrue during unpaid leaves.

F. Bereavement Leave

1. Employees in the bargaining unit shall be granted up to five (5) days of paid leave in each instance on the death of an immediate family member as defined in Section 1154 of the School Code. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative who resides in the same household, or any person with whom the employee has made his home.
2. Employees in the bargaining unit shall be granted up to two (2) days of paid leave in each instance of the death of a near relative as defined by Section 1154 of the School Code. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law.
3. All bereavement leave must be taken no later than fourteen (14) calendar days after the death of the employee's relative, beginning the first day after the date of death. The Superintendent may grant a written request for the taking of bereavement leave beyond this period of time on a case-by-case basis for extenuating circumstances.
4. In the event an employee schedules a personal day on a date that later qualifies as a bereavement day, the employee will have the option to convert the personal day to a bereavement day.

ARTICLE XVIII
TEACHER BENEFITS

The Board agrees to furnish all teachers the following benefits for the duration of this contract. All benefits are subject to Internal Revenue Service reporting rules. New teachers shall not be eligible for benefits until they have reported to work.

A. Life Insurance

1. The Board shall provide without cost to the teacher seventy-five thousand dollars (\$75,000) of group life insurance.
2. The parties agree that the School District will ask its life insurance carrier to provide life insurance to retired teachers up to the age of sixty-five (65) years at the rates then in effect and as they may change from time to time but that the School District shall not be required to maintain such coverage if such coverage will increase its costs for those employees not retired. Retired teachers shall pay to the District, at a specified time as the District requires, the necessary amount to cover the entire cost of the annual premium.
3. This provision (Article XVIII, A. 2) shall not be subject to the grievance procedure.

B. Health Care Insurance

1. The Board shall provide full family health care insurance benefits for each employee through the Traditional Plan described below or the Highmark Preferred Provider Organization (PPO Plan) with deductibles and co-payments as specified in the Plan Booklet (see PPO Grid) with the exception of September 1, 2005 through December 31, 2005, when the deductibles will be \$75/\$150.
2. All employees will contribute the annual sum of two hundred forty dollars (\$240) to the cost of the Plan. Employees shall have the option of paying the said amount in a lump sum or bi-monthly, either manner to be by payroll deduction. Spouses who are both employed by the District will receive one policy and will only be required to make a single contribution to the cost of the premium.

In addition, any employee electing the traditional plan will contribute the annual difference in costs between the Traditional Plan premium and the PPO Plan premium. Each family member covered by the PENNCREST traditional health care plan shall be responsible to pay an annual deductible amount of \$250 per calendar year towards his or her major medical coverage. If three members of any family meet the annual deductible amount in any given year the deductible amount for the balance of the family shall be considered to be met for the remaining members of the family.

3. The carrier shall be Benefit Administrators Inc., or another carrier mutually agreed to by the District and the

Executive Board of the Association. Either party shall have the right to request a meeting with the other on an annual basis for the purpose of discussing problems which may arise concerning health care insurance.

4. Further, teachers who retire into the Public School Employee's Retirement System prior to the age of sixty-five (65) may continue their membership under the PENNCREST group plan up to the age of sixty-five (65), provided they pay to the District at a specified time as the District requires, the necessary amount to cover the entire cost of the annual premium. This provision shall be subject to the approval of the carrier. This provision (Article XVIII, (B). (4) shall not be subject to the grievance procedure.

5. Cost Containment

The Association agrees that the District may implement an insurance cost containment program if mutually agreed to by the parties. Provided, however, it is understood and agreed that the employees in the bargaining unit will not suffer loss of, or reduction in, nor will they incur any increased cost for entitlement to or use of health care benefits as a result of any such cost containment program.

6. Opting Out

Professional employee may choose to "opt out" of either or both of the health care insurance or the family dental care insurance provided by the District. The decision to "opt out" must be made annually in writing with notice delivered to the District Business Manager not later than two weeks prior to the beginning of each school year.

Any professional employee who is covered by another health insurance provider or dental care provider shall receive an amount annually according to the following schedule:

| | |
|----------------------------|------------|
| Health Care Insurance Only | \$ 800.00 |
| Dental Care Insurance Only | \$ 200.00 |
| Combined | \$1,000.00 |

Any employee who loses coverage provided by another health insurance provider and seeks to rejoin the health plan shall be required to reimburse the District the pro rata portion of the payment which has not been earned, said proration being computed on a fiscal year basis.

Because the purpose of this provision is health care cost containment, any employee who is eligible for separate health care coverage by reason of employment who is also eligible for coverage by reason of relationship (spouse or dependent) will not receive the payment

7. The District will implement a Flexible Spending Account under Section 125 of the Internal Revenue Code to allow the employees to pay for health care co-pays, deductibles and other related costs with pre-tax dollars. The selection of the administrator of the Section 125 Plan will be in the

sole discretion of the District. Terms and conditions of the Section 125 Plan will appear in a memorandum of understanding between the parties.

C. Personal Days

At the beginning of the school year, each teacher shall be credited with three (3) accruable days to be used for personal reasons. A limit of five percent of the members of the bargaining unit in the District, with no more than three in any particular building may use a personal day on any given date. Half personal days shall not be used except in the case of a personal emergency which arises immediately, prior to or during the course of the work day and requires attention by the employee. Likewise, the use of personal days on a teacher training day will not be permitted except in the case of a personal emergency as described above.

The accruing of personal days shall be based on one (1) day earned for each three (3) months worked. If a teacher severs his employment from the District and has used more days than he/she has earned, he/she shall reimburse the District for the unearned days.

Unused personal days during the term of this contract will be credited as accumulated sick leave in the year immediately following that year in which they were earned.

D. Jury Duty

Professional employees required to report for jury duty shall be compensated for the difference between their regular salary and pay received for such obligation. Such jury duty days will not be deducted from any professional, personal/emergency, sick days or leaves.

E. Retirement Pay

1. Retirement pay, based on accrued days of unused sick leave, shall be paid to all employees upon retiring into the Public School Employees' Retirement System (PSERS) based on the following formula:

The accrued unused sick day component shall be the number of unused sick days (unlimited) multiplied by ninety (\$90) per accumulated sick day.

A letter of intent to retire must be submitted no later than March 1st of the retirement year as a pre-condition to the payment of the aforesaid benefit. If an employee's actual date of retirement falls between September 1st and March 1st, the employee will be required to give 120 days notice of his/her intention to retire.

In cases of medical or personal emergency, the superintendent may upon written request waive or modify this notice requirement on a case by case basis and such waiver or modification shall not be unreasonably withheld.

2. The payment for unused sick leave described in Section 1 above shall be paid as an employer contribution into a 403(b) tax sheltered annuity or a 457(b) deferred compensation plan for each

eligible employee as provided in Section 3 below. This contribution by the employer for unused sick days will be a non-elective contribution. All eligible employees must accept it directly into the 403(b) plan or 457(b) plan. There is no cash only option available for this benefit.

3. Non-elective employer contributions under Sections 1 and 2 above shall be deposited into either a 457(b) or 403(b) account as determined by each employee. If the amount of any such contribution exceeds the contribution limits established under the Internal Revenue Code for such contributions, then the excess contributions shall be paid to the employee in cash. All 457 (b) and 403 (b) accounts will be exclusively provided through an administrator selected by the Association.

F. Dental Care

The Board shall provide without cost to the teacher a family dental care policy equal to or better than the one provided during the contract period 2001/02-2003/04 with the following maximums:

| | |
|-----------|-----------------|
| 2004-2005 | \$1,400 maximum |
| 2005-2006 | \$1,500 maximum |
| 2006-2007 | \$1,600 maximum |
| 2007-2008 | \$1,700 maximum |
| 2008-2009 | \$1,800 maximum |

Non-Deductible, 100% coverage

G. Vision Care

The Board shall provide without cost to the teacher an individual vision care policy for PENNCREST School District employees with the cost not to exceed \$3.40/person. Specifications of the coverage are found in Appendix C.

ARTICLE XIX

EXTRA COMPENSATORY POSITIONS

All extra compensatory positions shall receive four (4%) percent increases in each year of this five (5) year agreement.

A. Payment per Assignment

Employees will be paid a fixed salary per assignment for the following positions:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Timers and Scorekeeper | \$ 35.92 | \$ 37.36 | \$ 38.85 | \$ 40.41 | \$ 42.02 |
| Ticket Takers and Sellers | \$ 35.92 | \$ 37.36 | \$ 38.85 | \$ 40.41 | \$ 42.02 |
| Football Announcer | \$ 35.92 | \$ 37.36 | \$ 38.85 | \$ 40.41 | \$ 42.02 |

B. Method of Payment

Pay for extra-compensatory contract positions shall be paid in three (3) equal installments. One-third (1/3) within two (2) weeks following the beginning of the activity, one-third (1/3) within two (2) weeks following the mid-point of the activity and one-third (1/3) within two (2) weeks following the end of the activity provided all responsibilities associated with the activity are completed to the satisfaction of the building principal.

C. Instrumental Music Pay Schedule

1. Football Band: The beginning of school to the end of the football season during the term of the contract:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Football Band | \$ 2,957.55 | \$ 3,075.85 | \$ 3,198.89 | \$ 3,326.84 | \$ 3,459.92 |

2. Summer Band: Maximum schedule of 150 hours, including daily practice and other band activities during the summer, such as parades, festivals, contests, etc.

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| a. Cambridge Springs 150 hours | \$2,156.73 | \$2,243.00 | \$ 2,332.72 | \$ 2,426.03 | \$ 2,523.07 |
| b. Maplewood 150 hours | \$ 2,156.73 | \$ 2,243.00 | \$ 2,332.72 | \$ 2,426.03 | \$ 2,523.07 |
| c. Saegertown 150 hours | \$ 2,156.73 | \$ 2,243.00 | \$ 2,332.72 | \$ 2,426.03 | \$ 2,523.07 |

3. Summer Instrumental Program:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| a. Cambridge Springs | \$ 1,677.47 | \$ 1,744.57 | \$ 1,814.35 | \$ 1,886.92 | \$ 1,962.40 |
| b. Maplewood | \$ 1,677.47 | \$ 1,744.57 | \$ 1,814.35 | \$ 1,886.92 | \$ 1,962.40 |
| c. Saegertown | \$ 1,677.47 | \$ 1,744.57 | \$ 1,814.35 | \$ 1,886.92 | \$ 1,962.40 |

4. Extracurricular Music Activities

Music teachers will be reimbursed for all programs pre-approved by the building principal and/or his/her immediate superior for all extra-curricular music programs, at the rate of:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Extra Curricular Activities | \$ 19.79 | \$ 20.58 | \$ 21.41 | \$ 22.26 | \$ 23.15 |

The accumulated total of all extracurricular activities shall not exceed fifty (50) hours per teacher and must be listed on the approved music form.

The extracurricular music activities shall not include reimbursement for practices for District, State or Regional programs.

D. Activity Pay Schedule

Teacher advisors shall be compensated at the following rates:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| 1. Show Choir | \$ 2,480.64 | \$ 2,579.86 | \$ 2,683.06 | \$ 2,790.38 | \$ 2,902.00 |
| 2. Yearbook Advisor | \$ 1,822.26 | \$ 1,895.15 | \$ 1,970.95 | \$ 2,049.79 | \$ 2,131.78 |
| 3. Senior Class Advisor | \$ 838.74 | \$ 872.29 | \$ 907.18 | \$ 943.47 | \$ 981.21 |
| 4. Junior Class Advisor | \$ 838.74 | \$ 872.29 | \$ 907.18 | \$ 943.47 | \$ 981.21 |
| 5. Drama Advisor | \$ 1,078.38 | \$ 1,121.51 | \$ 1,166.37 | \$ 1,213.03 | \$ 1,261.55 |
| 6. Student Advisor | \$ 670.68 | \$ 697.50 | \$ 725.40 | \$ 754.42 | \$ 784.60 |
| 7. Academic Activities ¹ (Limited to 100 Hours Per Building) | \$ 18.45 | \$ 19.19 | \$ 19.96 | \$ 20.75 | \$ 21.58 |
| 8. Chaperones/Bus (One Person Per/Assignment- Per/Game) | \$ 31.18 | \$ 32.43 | \$ 33.72 | \$ 35.07 | \$ 36.48 |
| 9. Chaperones/Dance (2 Persons Per/Assignment- Per/Dance) | \$ 31.18 | \$ 32.43 | \$ 33.72 | \$ 35.07 | \$ 36.48 |

Note¹**Academic Activities**

1. Each school building principal will have the authority to pay teachers for academic activities where teachers serve as advisors, including but not limited to High "Q", National Honor Society, science fairs and debate teams for a total of one hundred (100) hours per year.
2. The distribution of the one hundred (100) hours allocated to each building shall be determined by mutual agreement between the principal and the building labor management committee.

E. Computer Technical Advisors

1. Individuals who agree to serve as Computer Technical Advisors shall be compensated according to the following tables:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Description | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Schools other than Cussewago | \$ 2,600.00 | \$ 2,704.00 | \$ 2,812.16 | \$ 2,924.65 | \$ 3,041.63 |
| Cussewago | \$ 1,040.00 | \$ 1,081.60 | \$ 1,124.86 | \$ 1,169.86 | \$ 1,216.65 |

2. Payments shall be made in two (2) equal installments - at the end of the first and second semesters respectively.
3. Computer Technical Advisors shall work 180 hours per school year with the exception of the Cussewago Advisor who shall work 72 hours per school year.

NOT WITHSTANDING THE ABOVE, THE RATE PAYABLE AS SPECIFIED IN THIS PARAGRAPH ONE IS A FLAT RATE AND SHALL NOT BE CONSTRUED TO BE ARRIVED AT BY MULTIPLYING AN HOURLY RATE TIMES THE NUMBER OF HOURS WORKED.

4. While the Building Principals may, at their discretion, provide time for this work during the school day, there shall be no assurance of any such time, the hours worked will average five (5) hours per week, but shall be adjusted by the Building Principal according to work demand.

F. Coaching Pay Schedule

1. Boys Basketball
2. Girls Basketball
3. Football
4. Wrestling

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-------------|-------------|-------------|-------------|-------------|-------------|
| Head Coach | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 3,896.54 | \$ 4,052.40 | \$ 4,214.49 | \$ 4,383.07 | \$ 4,558.40 |
| 2nd Year | \$ 4,145.75 | \$ 4,311.58 | \$ 4,484.05 | \$ 4,663.41 | \$ 4,849.94 |
| 3rd Year | \$ 4,394.98 | \$ 4,570.78 | \$ 4,753.61 | \$ 4,943.75 | \$ 5,141.50 |
| 4th Year | \$ 4,644.19 | \$ 4,829.96 | \$ 5,023.16 | \$ 5,224.09 | \$ 5,433.05 |
| 5th Year | \$ 4,893.41 | \$ 5,089.14 | \$ 5,292.71 | \$ 5,504.42 | \$ 5,724.60 |
| 6th Year | \$ 5,142.68 | \$ 5,348.38 | \$ 5,562.32 | \$ 5,784.81 | \$ 6,016.20 |
| 7th Year | \$ 5,391.87 | \$ 5,607.54 | \$ 5,831.85 | \$ 6,065.12 | \$ 6,307.72 |

1. Boy's Basketball
2. Girl's Basketball
3. Football
4. Wrestling

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|--------------------|-------------|-------------|-------------|-------------|-------------|
| Assistant Coach(s) | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 2,410.76 | \$ 2,507.19 | \$ 2,607.48 | \$ 2,711.78 | \$ 2,820.25 |
| 2nd Year | \$ 2,535.38 | \$ 2,636.80 | \$ 2,742.27 | \$ 2,851.96 | \$ 2,966.04 |
| 3rd Year | \$ 2,784.62 | \$ 2,896.01 | \$ 3,011.85 | \$ 3,132.32 | \$ 3,257.61 |
| 4th Year | \$ 3,033.84 | \$ 3,155.19 | \$ 3,281.40 | \$ 3,412.65 | \$ 3,549.16 |
| 5th Year | \$ 3,279.91 | \$ 3,411.11 | \$ 3,547.55 | \$ 3,689.45 | \$ 3,837.03 |
| 6th Year | \$ 3,532.28 | \$ 3,673.57 | \$ 3,820.51 | \$ 3,973.33 | \$ 4,132.26 |
| 7th Year | \$ 3,781.49 | \$ 3,932.75 | \$ 4,090.06 | \$ 4,253.66 | \$ 4,423.81 |

1. Boy's Volleyball
2. Girl's Volleyball

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-------------|-------------|-------------|-------------|-------------|-------------|
| Head Coach | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 2,209.43 | \$ 2,297.81 | \$ 2,389.72 | \$ 2,485.31 | \$ 2,584.72 |
| 2nd Year | \$ 2,341.15 | \$ 2,434.80 | \$ 2,532.19 | \$ 2,633.48 | \$ 2,738.82 |
| 3rd Year | \$ 2,472.94 | \$ 2,571.86 | \$ 2,674.74 | \$ 2,781.72 | \$ 2,892.99 |
| 4th Year | \$ 2,604.70 | \$ 2,708.89 | \$ 2,817.24 | \$ 2,929.93 | \$ 3,047.13 |
| 5th Year | \$ 2,736.43 | \$ 2,845.88 | \$ 2,959.72 | \$ 3,078.11 | \$ 3,201.23 |
| 6th Year | \$ 2,999.94 | \$ 3,119.94 | \$ 3,244.74 | \$ 3,374.53 | \$ 3,509.51 |
| 7th Year | \$ 3,263.45 | \$ 3,393.99 | \$ 3,529.74 | \$ 3,670.93 | \$ 3,817.77 |

1. Boy's Volleyball
2. Girl's Volleyball
3. Boy's Volleyball (7-8)
4. Girl's Volleyball (7-8)

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-----------------|-------------|-------------|-------------|-------------|-------------|
| Assistant Coach | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 1,366.96 | \$ 1,421.63 | \$ 1,478.50 | \$ 1,537.64 | \$ 1,599.14 |
| 2nd Year | \$ 1,431.76 | \$ 1,489.03 | \$ 1,548.59 | \$ 1,610.53 | \$ 1,674.95 |
| 3rd Year | \$ 1,566.83 | \$ 1,629.51 | \$ 1,694.69 | \$ 1,762.47 | \$ 1,832.97 |
| 4th Year | \$ 1,701.52 | \$ 1,769.58 | \$ 1,840.37 | \$ 1,913.98 | \$ 1,990.54 |
| 5th Year | \$ 1,835.90 | \$ 1,909.34 | \$ 1,985.71 | \$ 2,065.14 | \$ 2,147.75 |
| 6th Year | \$ 2,060.53 | \$ 2,142.95 | \$ 2,228.67 | \$ 2,317.82 | \$ 2,410.53 |
| 7th Year | \$ 2,288.76 | \$ 2,380.31 | \$ 2,475.52 | \$ 2,574.54 | \$ 2,677.52 |

1. Baseball
2. Cross Country
3. Golf
4. Softball
5. Soccer

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-------------|-------------|-------------|-------------|-------------|-------------|
| Head Coach | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 1,956.04 | \$ 2,034.28 | \$ 2,115.66 | \$ 2,200.28 | \$ 2,288.29 |
| 2nd Year | \$ 2,087.79 | \$ 2,171.30 | \$ 2,258.15 | \$ 2,348.48 | \$ 2,442.42 |
| 3rd Year | \$ 2,219.56 | \$ 2,308.34 | \$ 2,400.67 | \$ 2,496.70 | \$ 2,596.57 |
| 4th Year | \$ 2,351.30 | \$ 2,445.36 | \$ 2,543.17 | \$ 2,644.90 | \$ 2,750.69 |
| 5th Year | \$ 2,483.05 | \$ 2,582.37 | \$ 2,685.67 | \$ 2,793.10 | \$ 2,904.82 |
| 6th Year | \$ 2,746.44 | \$ 2,856.30 | \$ 2,970.55 | \$ 3,089.37 | \$ 3,212.95 |
| 7th Year | \$ 3,010.06 | \$ 3,130.46 | \$ 3,255.68 | \$ 3,385.91 | \$ 3,521.35 |

1. Baseball
2. Softball
3. Soccer

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-----------------|-------------|-------------|-------------|-------------|-------------|
| Assistant Coach | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| 1st Year | \$ 1,210.20 | \$ 1,258.60 | \$ 1,308.95 | \$ 1,361.31 | \$ 1,415.76 |
| 2nd Year | \$ 1,276.81 | \$ 1,327.88 | \$ 1,381.00 | \$ 1,436.24 | \$ 1,493.68 |
| 3rd Year | \$ 1,406.29 | \$ 1,462.54 | \$ 1,521.04 | \$ 1,581.88 | \$ 1,645.16 |
| 4th Year | \$ 1,536.00 | \$ 1,597.44 | \$ 1,661.33 | \$ 1,727.79 | \$ 1,796.90 |
| 5th Year | \$ 1,665.91 | \$ 1,732.55 | \$ 1,801.85 | \$ 1,873.93 | \$ 1,948.88 |
| 6th Year | \$ 1,886.49 | \$ 1,961.95 | \$ 2,040.42 | \$ 2,122.04 | \$ 2,206.92 |
| 7th Year | \$ 2,111.05 | \$ 2,195.50 | \$ 2,283.32 | \$ 2,374.65 | \$ 2,469.64 |

Athletic Director

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|--------------------------|------------------|------------------|------------------|------------------|------------------|
| Athletic Director | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Description | | | | | |
| 1st Year | \$ 4,605.37 | \$ 4,789.58 | \$ 4,981.17 | \$ 5,180.41 | \$ 5,387.63 |
| 2nd Year | \$ 4,868.86 | \$ 5,063.62 | \$ 5,266.16 | \$ 5,476.81 | \$ 5,695.88 |
| 3rd Year | \$ 5,132.37 | \$ 5,337.66 | \$ 5,551.17 | \$ 5,773.22 | \$ 6,004.15 |
| 4th Year | \$ 5,395.88 | \$ 5,611.72 | \$ 5,836.19 | \$ 6,069.64 | \$ 6,312.42 |
| 5th Year | \$ 5,659.40 | \$ 5,885.78 | \$ 6,121.21 | \$ 6,366.05 | \$ 6,620.70 |
| 6th Year | \$ 5,922.21 | \$ 6,159.10 | \$ 6,405.46 | \$ 6,661.68 | \$ 6,928.14 |
| 7th Year | \$ 6,186.42 | \$ 6,433.88 | \$ 6,691.23 | \$ 6,958.88 | \$ 7,237.24 |

Assistant Athletic Director

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Assistant Athletic Director | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Description | | | | | |
| 1st Year | \$ 2,722.76 | \$ 2,831.67 | \$ 2,944.94 | \$ 3,062.74 | \$ 3,185.25 |
| 2nd Year | \$ 2,847.38 | \$ 2,961.28 | \$ 3,079.73 | \$ 3,202.92 | \$ 3,331.04 |
| 3rd Year | \$ 3,096.62 | \$ 3,220.48 | \$ 3,349.30 | \$ 3,483.27 | \$ 3,622.60 |
| 4th Year | \$ 3,345.84 | \$ 3,479.67 | \$ 3,618.86 | \$ 3,763.61 | \$ 3,914.15 |
| 5th Year | \$ 3,591.91 | \$ 3,735.59 | \$ 3,885.01 | \$ 4,040.41 | \$ 4,202.03 |
| 6th Year | \$ 3,844.28 | \$ 3,998.05 | \$ 4,157.97 | \$ 4,324.29 | \$ 4,497.26 |
| 7th Year | \$ 4,093.49 | \$ 4,257.23 | \$ 4,427.52 | \$ 4,604.62 | \$ 4,788.80 |

Intramurals

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|--------------------|------------------|------------------|------------------|------------------|------------------|
| Intramurals | Year #1 Contract | Year #2 Contract | Year #3 Contract | Year #4 Contract | Year #5 Contract |
| Description | | | | | |
| Rate per hour | \$ 19.18 | \$ 19.94 | \$ 20.74 | \$ 21.57 | \$ 22.44 |

G. Cheerleading Advisor Schedule

The Cheerleading Advisor Schedule is designed in the following segments in order to make it possible for the advisor to conduct the entire program or only those segments which deal with the basic instructional skills. In any case, the following schedule is applicable exclusively to high school sports:

1. FOOTBALL, BASKETBALL AND WRESTLING **:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---|-----------|-----------|-----------|-----------|-----------|
| A. Pre-Season Practice | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| Rate per hour (Up to 12 Hours) | \$ 19.18 | \$ 19.95 | \$ 20.75 | \$ 21.58 | \$ 22.44 |

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---|-----------|-----------|-----------|-----------|-----------|
| B. In-Season Practice | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| Rate per hour (Up to 38 Hours) | \$ 19.18 | \$ 19.95 | \$ 20.75 | \$ 21.58 | \$ 22.44 |

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|
| C Chaperones/All Games*** | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| Per Game | \$ 31.18 | \$ 32.43 | \$ 33.72 | \$ 35.07 | \$ 36.48 |

2. All Sports * and **:

| | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|---|-----------|-----------|-----------|-----------|-----------|
| A. Cheerleader Tryouts: | Year #1 | Year #2 | Year #3 | Year #4 | Year #5 |
| Description | Contract | Contract | Contract | Contract | Contract |
| Rate per hour (Up to 14 Hours) | \$ 19.18 | \$ 19.95 | \$ 20.75 | \$ 21.58 | \$ 22.44 |

* Hours per sport to be determined mutually by advisor and building principal.

** Per attendance area, per year.

*** The number of games will be determined by the School District's Interscholastic Athletic Policy.

ARTICLE XX

SALARY SCHEDULE

A. Step Placement

Each professional employee shall be placed on the new salary schedules as provided by Appendix A-1. It is understood that steps on the salary schedules do not necessarily equal years of service.

B. Remuneration

1. Pay will be divided into twenty-six (26) equal payments.
2. On the first Thursday of the school year, the professional employee will receive a two-week pay.
3. Every other Thursday thereafter will be a scheduled pay period. In the event that the pay Thursday is not a working day, the paychecks will be distributed on the closest working day preceding the pay Thursday.
4. Checks for the months of June, July and August will be received in full on the last scheduled working day of the school year or every two weeks at the discretion of the professional employee.

C. Salary Increase Based on Schedule

Each professional employee in the bargaining unit shall receive the salary increase for each year as provided on the salary schedules in the appendices.

D. Effective Date of Salary Schedule

The salary schedules listed below are effective on the first day of the 2004-2005 school year and shall remain in effect for the balance of this contract.

E. Fractional Year

In the event that an employee works less than a full year, the following rules shall apply with regard to placement on the salary schedule:

1. Any employee who works a full semester (or the equivalent thereof in work days) in any school year shall be credited with one full year of service on the salary schedule for the subsequent year.
2. Any employee who works less than one full semester (or the equivalent thereof in work days) in any school year shall be placed on the same step of the salary schedule as the employee was placed during the partial year of service. In the event that placement pursuant to this paragraph would result in a reduction of wages to the employee, the employee will be entitled to, as a minimum, that salary which the employee was paid during the partial year of service.

F. Part-Time Benefits

Regularly employed part-time contracted professional employees shall receive the following:

1. Full benefits:

- a. Full family health care insurance benefits, as listed in ARTICLE XVIII, Teacher Benefits, B 1.
- b. Family dental care policy, as listed in ARTICLE XVIII, F
- c. Group life insurance, as listed in ARTICLE XVIII, A
- d. Vision care, as listed in ARTICLE XVIII, G

2. Pro-Rata Benefits:

- a. Sick leave
- b. Personal/emergency leaves, as listed in ARTICLE XVIII, C
- c. Credits, as listed in ARTICLE X, A
- d. Salary increase, as listed in ARTICLE XX, C

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

B. Compliance

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

C. Printing Agreement

Copies of this Agreement shall be printed by the District after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The district will supply the number of copies of the agreement requested by the Association. The District will bill the Association for the cost of printing the number of copies ordered.

D. Pay Adjustment

The Board shall provide a brief, concise, exacting procedure by which a professional employee might have an erroneous pay immediately corrected.

E. Waivers

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both parties.

F. Dismissal Notice

Each professional employee subject to dismissal shall be given at least a sixty (60) day notice.

Appendix A-1

Salary Levels

| 2003/2004 | 2004/2005 | 2005/2006 | 2006/2007 | 2007/2008 | 2008/2009 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| | | | | | <u>1</u> |
| | | | | 1 | <u>2</u> |
| | | 1 | 1 | 1 | <u>2</u> |
| <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>2</u> |
| <u>2</u> | <u>2</u> | <u>2</u> | <u>2</u> | <u>2</u> | <u>3</u> |
| <u>3</u> | <u>3</u> | <u>3</u> | <u>3</u> | <u>3</u> | <u>4</u> |
| <u>4</u> | <u>4</u> | <u>4</u> | <u>4</u> | <u>4</u> | <u>5</u> |
| <u>5</u> | <u>5</u> | <u>5</u> | <u>5</u> | <u>5</u> | <u>6</u> |
| <u>6</u> | <u>6</u> | <u>6</u> | <u>6</u> | <u>6</u> | <u>7</u> |
| <u>7</u> | <u>7</u> | <u>7</u> | <u>7</u> | <u>7</u> | <u>8</u> |
| <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>8</u> | <u>9</u> |
| <u>9</u> | <u>9</u> | <u>9</u> | <u>9</u> | <u>9</u> | <u>10</u> |
| <u>10</u> | <u>10</u> | <u>10</u> | <u>10</u> | <u>10</u> | <u>11</u> |
| <u>11</u> | <u>11</u> | <u>11</u> | <u>11</u> | <u>11</u> | <u>12</u> |
| <u>12</u> | <u>12</u> | <u>12</u> | <u>12</u> | <u>12</u> | <u>13</u> |
| <u>13</u> | <u>13</u> | <u>13</u> | <u>13</u> | <u>13</u> | <u>14</u> |
| <u>14</u> | <u>14</u> | <u>14</u> | <u>14</u> | <u>14</u> | <u>15</u> |
| <u>15</u> | <u>15</u> | <u>15</u> | <u>15</u> | <u>15</u> | <u>16</u> |
| <u>16</u> | <u>16</u> | <u>16</u> | <u>16</u> | <u>16</u> | <u>17</u> |
| <u>17</u> | <u>17</u> | <u>17</u> | <u>17</u> | <u>17</u> | <u>18</u> |
| <u>18</u> | <u>18</u> | <u>18</u> | <u>18</u> | <u>18</u> | <u>18</u> |
| <u>19</u> | <u>19</u> | <u>19</u> | <u>19</u> | <u>18</u> | <u>18</u> |
| <u>20</u> | <u>20</u> | <u>19</u> | <u>19</u> | <u>18</u> | <u>18</u> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Appendix A-2

Salary Table for the 2004-2005 School Year

| Step | Bachelors | Masters | Masters +15 | Masters +30 | Masters +45 |
|------|-----------|-----------|----------------|----------------|----------------|
| 1 | \$ 33,164 | \$ 33,888 | \$ 34,556 | \$ 35,056 | \$ 35,556 |
| 2 | \$ 33,214 | \$ 34,054 | \$ 34,779 | \$ 35,329 | \$ 35,879 |
| 3 | \$ 33,264 | \$ 34,129 | \$ 34,854 | \$ 35,404 | \$ 35,954 |
| 4 | \$ 34,648 | \$ 35,512 | \$ 36,237 | \$ 36,787 | \$ 37,337 |
| 5 | \$ 36,031 | \$ 36,896 | \$ 37,621 | \$ 38,171 | \$ 38,721 |
| 6 | \$ 37,415 | \$ 38,280 | \$ 39,005 | \$ 39,555 | \$ 40,105 |
| 7 | \$ 38,798 | \$ 39,663 | \$ 40,388 | \$ 40,938 | \$ 41,488 |
| 8 | \$ 40,182 | \$ 41,047 | \$ 41,772 | \$ 42,322 | \$ 42,872 |
| 9 | \$ 41,566 | \$ 42,430 | \$ 43,155 | \$ 43,705 | \$ 44,255 |
| 10 | \$ 42,949 | \$ 43,814 | \$ 44,539 | \$ 45,089 | \$ 45,639 |
| 11 | \$ 44,333 | \$ 45,198 | \$ 45,923 | \$ 46,473 | \$ 47,023 |
| 12 | \$ 45,716 | \$ 46,581 | \$ 47,306 | \$ 47,856 | \$ 48,406 |
| 13 | \$ 47,100 | \$ 47,965 | \$ 48,690 | \$ 49,240 | \$ 49,790 |
| 14 | \$ 48,484 | \$ 49,348 | \$ 50,073 | \$ 50,623 | \$ 51,173 |
| 15 | \$ 49,867 | \$ 50,732 | \$ 51,457 | \$ 52,007 | \$ 52,557 |
| 16 | \$ 51,251 | \$ 52,116 | \$ 52,841 | \$ 53,391 | \$ 53,941 |
| 17 | \$ 52,634 | \$ 53,499 | \$ 54,224 | \$ 54,774 | \$ 55,324 |
| 18 | \$ 54,018 | \$ 54,883 | \$ 55,608 | \$ 56,158 | \$ 56,708 |
| 19 | \$ 55,402 | \$ 56,266 | \$ 56,991 | \$ 57,541 | \$ 58,091 |
| 20 | \$ 56,785 | \$ 57,650 | \$ 58,375 | \$ 58,925 | \$ 59,475 |

Appendix A-3

Salary Table for the 2005-2006 School Year

| Step | Bachelors | Masters | Masters +15 | Masters +30 | Masters +45 |
|------|-----------|-----------|----------------|----------------|----------------|
| 1 | \$ 35,021 | \$ 35,990 | \$ 36,856 | \$ 37,356 | \$ 37,856 |
| 2 | \$ 35,121 | \$ 36,090 | \$ 36,883 | \$ 37,559 | \$ 38,234 |
| 3 | \$ 35,221 | \$ 36,190 | \$ 36,983 | \$ 37,659 | \$ 38,334 |
| 4 | \$ 36,631 | \$ 37,600 | \$ 38,393 | \$ 39,069 | \$ 39,744 |
| 5 | \$ 38,041 | \$ 39,010 | \$ 39,803 | \$ 40,479 | \$ 41,154 |
| 6 | \$ 39,451 | \$ 40,420 | \$ 41,213 | \$ 41,889 | \$ 42,564 |
| 7 | \$ 40,861 | \$ 41,830 | \$ 42,623 | \$ 43,299 | \$ 43,974 |
| 8 | \$ 42,271 | \$ 43,240 | \$ 44,033 | \$ 44,709 | \$ 45,384 |
| 9 | \$ 43,681 | \$ 44,650 | \$ 45,443 | \$ 46,119 | \$ 46,794 |
| 10 | \$ 45,091 | \$ 46,060 | \$ 46,853 | \$ 47,529 | \$ 48,204 |
| 11 | \$ 46,501 | \$ 47,470 | \$ 48,263 | \$ 48,939 | \$ 49,614 |
| 12 | \$ 47,911 | \$ 48,880 | \$ 49,673 | \$ 50,349 | \$ 51,024 |
| 13 | \$ 49,321 | \$ 50,290 | \$ 51,083 | \$ 51,759 | \$ 52,434 |
| 14 | \$ 50,731 | \$ 51,700 | \$ 52,493 | \$ 53,169 | \$ 53,844 |
| 15 | \$ 52,141 | \$ 53,110 | \$ 53,903 | \$ 54,579 | \$ 55,254 |
| 16 | \$ 53,551 | \$ 54,520 | \$ 55,313 | \$ 55,989 | \$ 56,664 |
| 17 | \$ 54,961 | \$ 55,930 | \$ 56,723 | \$ 57,399 | \$ 58,074 |
| 18 | \$ 56,371 | \$ 57,340 | \$ 58,133 | \$ 58,809 | \$ 59,484 |
| 19 | \$ 57,781 | \$ 58,750 | \$ 59,543 | \$ 60,219 | \$ 60,894 |

Appendix A-4

Salary Table for the 2006-2007 School Year

| Step | Bachelors | Masters | Masters +15 | Masters +30 | Masters +45 |
|------|-----------|-----------|----------------|----------------|----------------|
| 1 | \$ 37,921 | \$ 38,588 | \$ 39,256 | \$ 39,756 | \$ 40,256 |
| 2 | \$ 38,166 | \$ 38,844 | \$ 39,713 | \$ 40,492 | \$ 41,271 |
| 3 | \$ 38,266 | \$ 39,344 | \$ 40,213 | \$ 40,992 | \$ 41,771 |
| 4 | \$ 39,066 | \$ 40,144 | \$ 41,013 | \$ 41,792 | \$ 42,571 |
| 5 | \$ 40,384 | \$ 41,463 | \$ 42,331 | \$ 43,110 | \$ 43,889 |
| 6 | \$ 41,702 | \$ 42,781 | \$ 43,650 | \$ 44,428 | \$ 45,207 |
| 7 | \$ 43,020 | \$ 44,099 | \$ 44,968 | \$ 45,747 | \$ 46,526 |
| 8 | \$ 44,339 | \$ 45,417 | \$ 46,286 | \$ 47,065 | \$ 47,844 |
| 9 | \$ 45,657 | \$ 46,735 | \$ 47,604 | \$ 48,383 | \$ 49,162 |
| 10 | \$ 46,975 | \$ 48,053 | \$ 48,922 | \$ 49,701 | \$ 50,480 |
| 11 | \$ 48,293 | \$ 49,372 | \$ 50,240 | \$ 51,019 | \$ 51,798 |
| 12 | \$ 49,611 | \$ 50,690 | \$ 51,559 | \$ 52,337 | \$ 53,116 |
| 13 | \$ 50,929 | \$ 52,008 | \$ 52,877 | \$ 53,656 | \$ 54,435 |
| 14 | \$ 52,248 | \$ 53,326 | \$ 54,195 | \$ 54,974 | \$ 55,753 |
| 15 | \$ 53,566 | \$ 54,644 | \$ 55,513 | \$ 56,292 | \$ 57,071 |
| 16 | \$ 54,884 | \$ 55,962 | \$ 56,831 | \$ 57,610 | \$ 58,389 |
| 17 | \$ 56,202 | \$ 57,281 | \$ 58,149 | \$ 58,928 | \$ 59,707 |
| 18 | \$ 57,520 | \$ 58,599 | \$ 59,468 | \$ 60,247 | \$ 61,025 |
| 19 | \$ 58,838 | \$ 59,917 | \$ 60,786 | \$ 61,565 | \$ 62,344 |

Appendix A-5

Salary Table for the 2007-2008 School Year

| Step | Bachelors | Masters | Masters +15 | Masters +30 | Masters +45 |
|------|-----------|-----------|----------------|----------------|----------------|
| 1 | \$ 39,546 | \$ 40,768 | \$ 41,756 | \$ 42,556 | \$ 42,756 |
| 2 | \$ 39,646 | \$ 40,868 | \$ 41,816 | \$ 42,703 | \$ 43,590 |
| 3 | \$ 39,746 | \$ 40,968 | \$ 41,916 | \$ 42,803 | \$ 43,690 |
| 4 | \$ 41,091 | \$ 42,314 | \$ 43,262 | \$ 44,148 | \$ 45,035 |
| 5 | \$ 42,436 | \$ 43,659 | \$ 44,607 | \$ 45,493 | \$ 46,380 |
| 6 | \$ 43,781 | \$ 45,004 | \$ 45,952 | \$ 46,839 | \$ 47,725 |
| 7 | \$ 45,126 | \$ 46,349 | \$ 47,297 | \$ 48,184 | \$ 49,070 |
| 8 | \$ 46,472 | \$ 47,695 | \$ 48,642 | \$ 49,529 | \$ 50,416 |
| 9 | \$ 47,817 | \$ 49,040 | \$ 49,988 | \$ 50,874 | \$ 51,761 |
| 10 | \$ 49,162 | \$ 50,385 | \$ 51,333 | \$ 52,220 | \$ 53,106 |
| 11 | \$ 50,507 | \$ 51,730 | \$ 52,678 | \$ 53,565 | \$ 54,451 |
| 12 | \$ 51,853 | \$ 53,076 | \$ 54,023 | \$ 54,910 | \$ 55,797 |
| 13 | \$ 53,198 | \$ 54,421 | \$ 55,369 | \$ 56,255 | \$ 57,142 |
| 14 | \$ 54,543 | \$ 55,766 | \$ 56,714 | \$ 57,600 | \$ 58,487 |
| 15 | \$ 55,888 | \$ 57,111 | \$ 58,059 | \$ 58,946 | \$ 59,832 |
| 16 | \$ 57,234 | \$ 58,457 | \$ 59,404 | \$ 60,291 | \$ 61,178 |
| 17 | \$ 58,579 | \$ 59,802 | \$ 60,750 | \$ 61,636 | \$ 62,523 |
| 18 | \$ 59,924 | \$ 61,147 | \$ 62,095 | \$ 62,981 | \$ 63,868 |

Appendix A-6

Salary Table for the 2008-2009 School Year

| Step | Bachelors | Masters | Masters +15 | Masters +30 | Masters +45 |
|------|-----------|-----------|----------------|----------------|----------------|
| 1 | \$ 40,469 | \$ 41,508 | \$ 42,567 | \$ 43,564 | \$ 44,561 |
| 2 | \$ 40,669 | \$ 42,008 | \$ 43,067 | \$ 44,064 | \$ 45,061 |
| 3 | \$ 40,869 | \$ 42,208 | \$ 43,267 | \$ 44,264 | \$ 45,261 |
| 4 | \$ 42,208 | \$ 43,548 | \$ 44,607 | \$ 45,604 | \$ 46,600 |
| 5 | \$ 43,548 | \$ 44,887 | \$ 45,946 | \$ 46,943 | \$ 47,940 |
| 6 | \$ 44,887 | \$ 46,227 | \$ 47,286 | \$ 48,283 | \$ 49,279 |
| 7 | \$ 46,227 | \$ 47,566 | \$ 48,625 | \$ 49,622 | \$ 50,619 |
| 8 | \$ 47,566 | \$ 48,906 | \$ 49,965 | \$ 50,961 | \$ 51,958 |
| 9 | \$ 48,906 | \$ 50,245 | \$ 51,304 | \$ 52,301 | \$ 53,298 |
| 10 | \$ 50,245 | \$ 51,584 | \$ 52,644 | \$ 53,640 | \$ 54,637 |
| 11 | \$ 51,584 | \$ 52,924 | \$ 53,983 | \$ 54,980 | \$ 55,977 |
| 12 | \$ 52,924 | \$ 54,263 | \$ 55,322 | \$ 56,319 | \$ 57,316 |
| 13 | \$ 54,263 | \$ 55,603 | \$ 56,662 | \$ 57,659 | \$ 58,655 |
| 14 | \$ 55,603 | \$ 56,942 | \$ 58,001 | \$ 58,998 | \$ 59,995 |
| 15 | \$ 56,942 | \$ 58,282 | \$ 59,341 | \$ 60,338 | \$ 61,334 |
| 16 | \$ 58,282 | \$ 59,621 | \$ 60,680 | \$ 61,677 | \$ 62,674 |
| 17 | \$ 59,621 | \$ 60,961 | \$ 62,020 | \$ 63,016 | \$ 64,013 |
| 18 | \$ 60,961 | \$ 62,300 | \$ 63,359 | \$ 64,356 | \$ 65,353 |

APPENDIX B
GRIEVANCE REPORT FORM

Level One: (Principal or his/her immediate superior)

Aggrieved party: _____

Date of presentation: _____

Name of Association representative: _____

Statement of the grievance: _____

Action requested: _____

Answer by principal or his/her immediate superior: _____

Date received: _____ Accepted: _____ Rejected: _____

Level Two: (Superintendent or his designated administrator)

Date of referral: _____

Answer by Superintendent or his designated administrator: _____

Date received: _____ Accepted: _____ Rejected: _____

Level Three: (Board)

Date of referral: _____

Answer by Board: _____

Date received: _____ Accepted: _____ Rejected: _____

Level Four: (Binding arbitration)

Date of referral: _____

APPENDIX C
SPECIFICATIONS - VISION PROGRAM

1. Providers: Participating providers shall include the following three (3) classifications:

- a. Ophthalmologist
- b. Optometrist
- c. Dispensing Optician

So as to have a reasonable choice of participating providers, the program shall have a minimum of 1000 participating providers in the Commonwealth of Pennsylvania who will accept the program's payment as payment in full, subject to the limitations listed herein.

2. Benefits: Vision Examination and Tonometry

Lenses: must meet Z80.1 or Z890.2 standards of ANSI (American National Standards institute) and meet or exceed FDA standards for impact resistant lenses.

Contact Lenses: full coverage following cataract surgery or other conditions to correct visual acuity not correctable to 20/70 with spectacle lenses.

Frames.

3. Limitations:

One vision examination and one pair of glasses (frames and lenses) once in every 24 month period.

Benefits for photogray and brown lenses shall be limited to the allowances made for clear lenses.

4. Exclusions: No payments will be made for

Medical or surgical treatment.
Drugs or medications.
Non-prescription lenses.
Examinations or materials not listed as a covered service.
Lost or damaged lenses.
Services or materials provide by federal, state, local government or Workmen's Compensation.
Fashion color and coated lenses.
Examinations, procedures, training or materials not listed.

5. Allowances: Participating Providers:

| | |
|------------------------------|----------------------------------|
| Examination | UCR |
| Tonometry | UCR |
| Frames | \$15.00 maximum - wholesale cost |
| Lenses | UCR |
| Contacts - medical necessity | UCR |
| Contacts - cosmetic | Cost of single lenses/frame |
| Low Vision Aids - medical | UCR |

Non-participating providers:

| | | |
|------------------------------|-----------------------------|---------|
| Examination | \$ 25.00 | maximum |
| Tonometry | \$ 3.00 | maximum |
| Frames | \$ 15.00 | maximum |
| Lenses - single vision | \$ 12.00 | maximum |
| Lenses - bifocal | \$ 21.00 | maximum |
| Lenses - trifocal | \$ 28.00 | maximum |
| Lenses - sphakic | \$ 50.00 | maximum |
| Contacts - medical necessity | \$250.00 | maximum |
| Contacts - cosmetic | Cost of single lenses/frame | |
| Low Vision Aids - medical | \$250.00 | maximum |

APPENDIX D

Summary of PPOBlue Benefits

A PPO, or Preferred Provider Organization, offers two levels of benefits. If you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels.

PENNCREST School District

| Benefit | In-Network | Out-of-Network |
|--|--|--|
| Primary Care Physician | No | No |
| Deductible | | |
| Individual | \$150 | \$150 |
| Family | \$300 | \$300 |
| Student Age Extension | Age 26 | |
| Payment Level/Coinsurance | 100% after deductible | 80% after deductible until out-of-pocket maximum is met; then 100% |
| Out-of-Pocket Maximums | Not Applicable | \$1,000 Individual \$2,000 Family |
| Annual Maximum | \$2.5 Million | |
| Lifetime Maximum | \$6 Million | |
| Physician Office Visits | 100% after \$10 copayment* | 80% after deductible |
| Specialist Office Visits | 100% after \$10 copayment* | 80% after deductible |
| Preventive Care | | |
| Adult | | |
| Routine physical exams | 100% after \$10 copayment* | Not Covered |
| Routine gynecological exams, including a PAP Test | 100% | 80% (deductible/lifetime maximum does not apply) |
| Mammograms, as required | 100% | 80% no deductible |
| Pediatric | | |
| Routine physical exams | 100% after \$10 copayment* | Not Covered |
| Pediatric immunizations | 100% | 80% no deductible |
| Emergency Room Services | 100% after \$25 copayment (waived if admitted) | |
| Ambulance | 100% after deductible | 80% after deductible |
| Hospital Expenses | | |
| Inpatient | 100% after deductible | 80% after deductible |
| Outpatient | 100% after deductible | 80% after deductible |
| Maternity | 100% after deductible | 80% after deductible |
| Infertility Counseling, Testing and Treatment¹ | 100% after deductible | 80% after deductible |
| Assisted Fertilization Procedures | 100% after deductible | 80% after deductible |
| Medical/Surgical Expenses (Except Office Visits) | 100% after deductible | 80% after deductible |
| Spinal Manipulations | 100% after \$10 copayment* | 80% after deductible |
| Diagnostic Services (Lab, X-Ray and other tests) | 100% after deductible | 80% after deductible |

| Benefit | In-Network | Out-of-Network |
|---|---|----------------------------------|
| Physical Medicine (Physical Therapy) | 100% after \$10 copayment* | 80% after deductible |
| Speech Therapy | 100% after deductible | 80% after deductible |
| Occupational Therapy | 100% after deductible | 80% after deductible |
| Durable Medical Equipment, Orthotics and Prosthetics | 100% after deductible | 80% after deductible |
| Skilled Nursing Facility Care | 100% after deductible | 80% after deductible |
| Home Health Care | 100% after deductible | 80% after deductible |
| Private Duty Nursing | 100% after deductible | 80% after deductible |
| Hospice | 100% after deductible | 80% after deductible |
| Mental Health ² | | |
| Inpatient | 100% after deductible | 80% after deductible |
| Outpatient | 100% | 50% after deductible |
| Substance Abuse (PA Mandated Benefit) | | |
| Inpatient | 100% after deductible | 80% after deductible |
| Detoxification | Combined Limit: 7 days/admission; 4 admissions/lifetime | |
| Rehabilitation | 100% after deductible | 80% after deductible |
| | Combined Limit: 30 days/calendar year; 90 days/lifetime | |
| Outpatient | 100% | 50% after deductible |
| | Combined Limit: 60 visits/calendar year; 120 visits/lifetime | |
| Pre-certification Requirements | Performed by Provider | Performed by Member ³ |
| Premier Prescription Drug Program (Defined by Premier Gold Pharmacy Network - Not Physician Network) | Retail Drugs \$5 generic/\$15 brand name Mandatory Generic ⁴ Maximum available at Retail - 31-day supply Maintenance Drugs through Mail Order \$10 generic/\$30 brand name Mandatory Generic ⁴ 90-day Supply | |

*Not subject to deductible (an out-of-pocket expense)

Questions? Call 1-800-215-7865

Reference Code: P0100205

(Please have your Reference Code ready when you call)

- ¹ Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ² State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizo-affective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- ³ Member is required to contact Highmark Health Care Management Services prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.
- ⁴ The member is responsible for the payment differential when a generic drug is authorized by the physician and the patient elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts which may apply.

INDEX

Activity Pay Schedule, 27
 Additional Work, Mandatory, 17
 Additional Work, Voluntary, 16
 Association Leave of Absence, 20
 Association Rights, 8-9
 Athletic Director, 32
 Benefits during Leaves, 21
 Benefits, Teacher, 22-25
 Bereavement Leave, 21
 Board Agenda, Association Place on, 8
 Building Representatives, Rights, 8
 Bulletin Boards, Use of, 8
 Cheerleading Advisor Schedule, 33
 Coaching Pay Schedule, 29-31
 Compliance of Individual Contracts, 36
 Computer Technical Advisors, 28
 Cost Payment, Required, 13
 Credits, Reimbursement, 13
 Dental Care, 25
 Derogatory Material, 7
 Dismissal Notice, Teacher 36
 Dues Deduction, 2-3
 Duration of Agreement, 1
 Effective Date of Agreement, 1
 Evaluations, Copies of, 7
 Extra Compens. Method of Pay, 26
 Extra Compensatory Positions, 26-33
 Faculty Room and Facilities, 10
 Fair Share, 2
 Grievance Form, vii
 Grievance Procedure, 4-6
 Grievance Report Form, vii
 Grievance, Group, 6
 Grievance, Right to Representation, 6
 Guidance Counselor Positions, 18
 Health Care Insur., Opting Out, 23
 Health Care Insurance, 22-24
 Homebound Instruction, 15
 Illness or Disability, 20
 Index, x
 Instrum. Music Pay Schedule, 26-27
 Intramurals, 32
 Jury Duty, 24
 Just Cause, 11
 Leaves of Absence, 20-21
 Leaving the Building, 10
 Life Insurance, 22
 Lunch, Teacher's, 10
 Mail Box, Use of, 8
 Maintenance of Membership Provision, 2
 Medication, Administration of, 11
 Meetings with Superintendent, 9
 Miscellaneous Provisions, 36
 Modification of Agreement, 1
 Negotiation of Successor Agreement, 2
 Non-Teaching Duties, 17
 Notice of Assignment, 11
 Parental Leave, 20-21
 Pay Adjustment of Erroneous Pay, 36
 Payment per Assignment, 26
 Personal Days
 Personnel File, Access to, 10
 Personnel Records, 7
 Planning Time, 15
 PPO Benefits Grid, x
 Printing Agreement, 36
 Professional Courtesies, 10-12
 Professional Development, 13
 Recognition, 1
 Released time for Association, 8
 Released Time for Meetings, 8
 Representation, Right to, 6, 12
 Required Meetings, Right to Representation, 12
 Requisition Adjustment, 11
 Retirement Pay, 24
 Sabbatical Leaves, 20
 Salary Levels, i
 Salary Schedule, 34-35
 Salary Tables, ii-vi
 School Buildings Use of, 8
 Seniority, 12
 Separability, 36
 Sick Leave, Accounting of, 11
 Student Grades, 11
 Substitutes, 17
 Teaching Day, 14
 Teaching Performance, 7
 Teaching Work Year, 14
 Transfer for Disciplinary Reasons, 18
 Transfer, Voluntary or Involuntary, 18
 Travel Reimbursement, 11
 Vacancies and Postings, 18
 Vacancies, Promotions, Transfers, 18
 Vision Care, 25
 Vision Program, Specifics, viii-ix
 Waivers of Negotiated Agreement, 36
 Work Day, 14